

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SWBT-KS** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in the Appendix Pricing:
- | <u>Zone:</u> | <u>Rate Group</u> | <u>Description:</u> |
|--------------|-------------------|----------------------|
| Zone 1 | 1, 2, and 3 | 0-5,999 |
| Zone 2 | 4 and 5 | 6,000-99,999 |
| Zone 3 | 6, 7, and 8 | Greater than 100,000 |
- 1.6 For modifications of **SWBT-KS**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs

provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-KS** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SWBT-KS** will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. **NON-RECURRING CHARGES**

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-KS** network, without any changes to **SWBT-KS**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-KS** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.

4.2 Rate Structure for ULS

- 4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:

4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a **SWBT-KS** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.1.3 **SWBT-KS** will not bill ULS-T for Intra switch calls.

- 4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-KS**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SWBT-KS** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled “Blended Transport,” for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 **IntraLATA and InterLATA Toll Calls**

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SWBT-KS** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-KS** access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC’s interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SWBT-KS** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SWBT-KS** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-KS** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-KS** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-KS** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such

calls. **SWBT-KS** will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SWBT-KS** will not charge terminating access to CLEC or the IXC except that **SWBT-KS** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-KS** as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-KS** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property;

publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.